

STATISTICAL INFORMATION ONLY: Debtor must select the number of each of the following items included in the Plan.

0 Valuation of Security 1 Assumption of Executory Contract or Unexpired Lease 0 Lien Avoidance

Last revised: December 1, 2017

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In Re: Case No.: 18-15118
Cono and Patricia Cirone Judge: KCF

Debtor(s)

Chapter 13 Plan and Motions

☐ Original ☒ Modified/Notice Required Date: 6/1/2018
☐ Motions Included ☐ Modified/No Notice Required

THE DEBTOR HAS FILED FOR RELIEF UNDER
CHAPTER 13 OF THE BANKRUPTCY CODE

YOUR RIGHTS MAY BE AFFECTED

You should have received from the court a separate *Notice of the Hearing on Confirmation of Plan*, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the *Notice*. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding, and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the *Notice*. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same.

THIS PLAN:

☐ DOES ☒ DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10.

☐ DOES ☒ DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULT IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

☐ DOES ☒ DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY SECURITY INTEREST. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

Initial Debtor(s)' Attorney: DAS Initial Debtor: CC Initial Co-Debtor: PC

Part 1: Payment and Length of Plan

a. The debtor shall pay \$ 350 per month to the Chapter 13 Trustee, starting on April 1, 2018 for approximately 48 months.

b. The debtor shall make plan payments to the Trustee from the following sources:

☒ Future earnings

☐ Other sources of funding (describe source, amount and date when funds are available):

c. Use of real property to satisfy plan obligations:

☐ Sale of real property

Description:

Proposed date for completion: _____

☐ Refinance of real property:

Description:

Proposed date for completion: _____

☐ Loan modification with respect to mortgage encumbering property:

Description:

Proposed date for completion: _____

d. ☐ The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.

e. ☐ Other information that may be important relating to the payment and length of plan:

Part 2: Adequate Protection ☐ NONE

a. Adequate protection payments will be made in the amount of \$ n/a to be paid to the Chapter 13 Trustee and disbursed pre-confirmation to _____ (creditor).

b. Adequate protection payments will be made in the amount of \$ 2699 to be paid directly by the debtor(s) outside the Plan, pre-confirmation to: Cenlar and Honda America (creditor).

Part 3: Priority Claims (Including Administrative Expenses)

a. All allowed priority claims will be paid in full unless the creditor agrees otherwise:

Creditor	Type of Priority	Amount to be Paid
CHAPTER 13 STANDING TRUSTEE	ADMINISTRATIVE	AS ALLOWED BY STATUTE
ATTORNEY FEE BALANCE	ADMINISTRATIVE	BALANCE DUE: \$ 1475
DOMESTIC SUPPORT OBLIGATION	na	

b. Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount:
Check one:

☒ None

☐ The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim pursuant to 11 U.S.C.1322(a)(4):

Creditor	Type of Priority	Claim Amount	Amount to be Paid
	Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount.		

Part 4: Secured Claims

a. Curing Default and Maintaining Payments on Principal Residence: ☐ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor shall pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
Cenlar	Residence	\$14,182.42	3.5 %	\$14,182.42 plus interest	\$1892

b. Curing and Maintaining Payments on Non-Principal Residence & other loans or rent arrears: ☒ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor will pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)

c. Secured claims excluded from 11 U.S.C. 506: ☒ NONE

The following claims were either incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value:

Name of Creditor	Collateral	Interest Rate	Amount of Claim	Total to be Paid through the Plan Including Interest Calculation

d. Requests for valuation of security, Cram-down, Strip Off & Interest Rate Adjustments ☒ NONE

1.) The debtor values collateral as indicated below. If the claim may be modified under Section 1322(b)(2), the secured creditor shall be paid the amount listed as the "Value of the Creditor Interest in Collateral," plus interest as stated. The portion of any allowed claim that exceeds that value shall be treated as an unsecured claim. If a secured claim is identified as having "NO VALUE" it shall be treated as an unsecured claim.

NOTE: A modification under this Section ALSO REQUIRES the appropriate motion to be filed under Section 7 of the Plan.

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor Interest in Collateral	Annual Interest Rate	Total Amount to be Paid

2.) Where the Debtor retains collateral and completes the Plan, payment of the full amount of the allowed secured claim shall discharge the corresponding lien.

e. Surrender ☐ NONE

Upon confirmation, the stay is terminated as to surrendered collateral only under 11 U.S.C. 362(a) and that the stay under 11 U.S.C 1301 be terminated in all respects. The Debtor surrenders the following collateral:

Creditor	Collateral to be Surrendered	Value of Surrendered Collateral	Remaining Unsecured Debt
America Honda Lease with account number ending in 0703 with monthly payment of \$457 per month	Leased Honda Accord	Leased Vehicle no value to Debtor	\$15,096.00
Wells Fargo Value City	Furniture	\$500	\$1277

f. Secured Claims Unaffected by the Plan ☒ NONE

The following secured claims are unaffected by the Plan:

g. Secured Claims to be Paid in Full Through the Plan: ☒ NONE

Creditor	Collateral	Total Amount to be Paid Through the Plan

Part 5: Unsecured Claims ☐ NONE

a. Not separately classified allowed non-priority unsecured claims shall be paid:

☐ Not less than \$ _____ to be distributed *pro rata*

☐ Not less than _____ percent

☒ *Pro Rata* distribution from any remaining funds

b. Separately classified unsecured claims shall be treated as follows:

Creditor	Basis for Separate Classification	Treatment	Amount to be Paid

Part 6: Executory Contracts and Unexpired Leases ☐ NONE

(NOTE: See time limitations set forth in 11 U.S.C. 365(d)(4) that may prevent assumption of non-residential real property leases in this Plan.)

All executory contracts and unexpired leases, not previously rejected by operation of law, are rejected, except the following, which are assumed:

Creditor	Arrears to be Cured in Plan	Nature of Contract or Lease	Treatment by Debtor	Post-Petition Payment
American Honda Finance with account number ending in 2690	n/a	Lease of Honda Odyssey	Continue paying	\$807 per month

Part 7: Motions ☒ NONE

NOTE: All plans containing motions must be served on all potentially affected creditors, together with local form, *Notice of Chapter 13 Plan Transmittal*, within the time and in the manner set forth in D.N.J. LBR 3015-1. A *Certification of Service, Notice of Chapter 13 Plan Transmittal and valuation* must be filed with the Clerk of Court when the plan and transmittal notice are served.

a. Motion to Avoid Liens Under 11. U.S.C. Section 522(f). ☒ NONE

The Debtor moves to avoid the following liens that impair exemptions:

Creditor	Nature of Collateral	Type of Lien	Amount of Lien	Value of Collateral	Amount of Claimed Exemption	Sum of All Other Liens Against the Property	Amount of Lien to be Avoided

b. Motion to Avoid Liens and Reclassify Claim from Secured to Completely Unsecured. ☒ NONE

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor's Interest in Collateral	Total Amount of Lien to be Reclassified

c. Motion to Partially Void Liens and Reclassify Underlying Claims as Partially Secured and Partially Unsecured. ☒ NONE

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Amount to be Deemed Secured	Amount to be Reclassified as Unsecured

Part 8: Other Plan Provisions

a. Vesting of Property of the Estate

- ☒ Upon confirmation
☐ Upon discharge

b. Payment Notices

Creditors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.

c. Order of Distribution

The Standing Trustee shall pay allowed claims in the following order:

- 1) Ch. 13 Standing Trustee commissions
- 2) Attorney Fees
- 3) Secured
- 4) Priority, (5) Unsecured

d. Post-Petition Claims

The Standing Trustee ☐ is, ☒ is not authorized to pay post-petition claims filed pursuant to 11 U.S.C. Section 1305(a) in the amount filed by the post-petition claimant.

Part 9: Modification ☐ NONE

If this Plan modifies a Plan previously filed in this case, complete the information below.

Date of Plan being modified: 3/16/18.

Explain below **why** the plan is being modified:

Surrender of leased Honda Accord
Retaining leased Honda Odyssey
Correcting amount of arrears due as per creditor's POC
Change in order of Distribution as per trustee distribution

Explain below **how** the plan is being modified:

Part 2(b) shows reduced adequate protection payment
Part 4(a) corrects amount of arrears due and interest charged as per creditor's POC
Part 4(e) shows surrender of leased Honda Accord
Part 6 shows retention of leased Honda Odyssey; Part 8 shows change in order of distribution as per trustee

Are Schedules I and J being filed simultaneously with this Modified Plan? ☐ Yes ☒ No

Part 10: Non-Standard Provision(s): Signatures Required

Non-Standard Provisions Requiring Separate Signatures:

☒ NONE

☐ Explain here:

Any non-standard provisions placed elsewhere in this plan are void.

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Certification.

I certify under penalty of perjury that the plan contains no non-standard provisions other than those set forth in this final paragraph.

Date: 6/1//2018

/s/David A. Semanchik, Esq.
Attorney for the Debtor

Date: 6/1/2018

/s/Cono Cirone
Debtor

Date: 6/1/2018

/s/Patricia Cirone
Joint Debtor

Signatures

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Plan.

Date: 6/1/2018

/s/ David A. Semanchik, Esq.
Attorney for the Debtor

I certify under penalty of perjury that the above is true.

Date: 6/1/2018

/s/Cono Cirone
Debtor

Date: 6/1/2018

/s/ Patricia Cirone
Joint Debtor

Certificate of Notice Page 11 of 12
 United States Bankruptcy Court
 District of New Jersey

In re:
 Cono Charles Cirone
 Patricia Catherine Cirone
 Debtors

Case No. 18-15118-KCF
 Chapter 13

CERTIFICATE OF NOTICE

District/off: 0312-3

User: admin
 Form ID: pdf901

Page 1 of 2
 Total Noticed: 38

Date Rcvd: Jul 09, 2018

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jul 11, 2018.
 db/jdb

	+Cono Charles Cirone, Patricia Catherine Cirone, 133 Brigantine Road, Manahawkin, NJ 08050-1307
cr	+American Honda Finance Corporation, administrator, P.O. Box 168088, Irving, TX 75016-8088
517390065	+Advance Radiology Solutions, c/o Michael Harrison, 3155 State Route 10, Suite 214, Denville, NJ 07834-3430
517390071	+Chase Card Services, Attn: Correspondence Dept, Po Box 15298, Wilmington, DE 19850-5298
517390075	+Citibank, Citicorp Credit Svcs/Centralized Bankrup, Po Box 790040, St. Louis, MO 63179-0040
517390077	+Citibank/The Home Depot, Citicorp Cr Svcs/Centralized Bankruptcy, Po Box 790040, St Louis, MO 63179-0040
517390078	+Citicards Cbna, Citicorp Credit Svc/Centralized Bankrupt, Po Box 790040, Saint Louis, MO 63179-0040
517463358	+Department Stores National Bank, Citibank, N.A., 701 East 60th Street North, Sioux Falls, SD 57104-0493
517553351	+HomeBridge Financial Services, Inc., c/o Cenlar FSB, 425 Phillips Blvd, Ewing, NJ 08618-1430
517390082	+Jersey Shore Anesthesiology, PO Box 307, Neptune, NJ 07754-0307
517390084	+Meridian Medical Group Specialty, PO box 416923, Boston, MA 02241-6923
517390090	+Target, C/O Financial & Retail Svcs, Mailstopn BT POB 9475, Minneapolis, MN 55440-9475
517390091	+Trident Asset Management, Attn: Bankruptcy, Po Box 888424, Atlanta, GA 30356-0424
517390092	+Visa Dept Store National Bank/Macy's, Attn: Bankruptcy, Po Box 8053, Mason, OH 45040-8053
517484828	Wells Fargo Bank, N.A., PO Box 10438, MAC F8235-02F, Des Moines, IA 50306-0438
517390093	Wffnatbank, CscI Dispute Team N8235-04m, Des Moines, IA 50306

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
 smg

	E-mail/Text: usanj.njbankr@usdoj.gov Jul 09 2018 22:48:23 U.S. Attorney, 970 Broad St., Room 502, Rodino Federal Bldg., Newark, NJ 07102-2534
smg	+E-mail/Text: ustpreregion03.ne.ecf@usdoj.gov Jul 09 2018 22:48:20 United States Trustee, Office of the United States Trustee, 1085 Raymond Blvd., One Newark Center, Suite 2100, Newark, NJ 07102-5235
517390066	E-mail/Text: ebnbankruptcy@ahm.honda.com Jul 09 2018 22:48:33 American Honda Finance, Po Box 168088, Irving, TX 75016
517408000	E-mail/Text: ebnbankruptcy@ahm.honda.com Jul 09 2018 22:48:33 American Honda Finance Corporation, National Bankruptcy Center, P.O. Box 168088, Irving, TX 75016-8088
517390070	+E-mail/Text: kzoepfel@credit-control.com Jul 09 2018 22:48:24 Central Loan Admin & R, 425 Phillips Blvd, Ewing, NJ 08618-1430
517390079	+E-mail/Text: BNC-ALLIANCE@QUANTUM3GROUP.COM Jul 09 2018 22:48:06 Comenity Bank/Victoria Secret, Attn: Bankruptcy, Po Box 182125, Columbus, OH 43218-2125
517404064	E-mail/Text: mrdiscen@discover.com Jul 09 2018 22:47:17 Discover Bank, Discover Products Inc, PO Box 3025, New Albany, OH 43054-3025
517390080	+E-mail/Text: mrdiscen@discover.com Jul 09 2018 22:47:17 Discover Financial, Po Box 3025, New Albany, OH 43054-3025
517390083	+E-mail/PDF: resurgentbknofications@resurgent.com Jul 09 2018 22:57:47 LVNV Funding LLC, PO box 740281, Houston, TX 77274-0281
517545400	E-mail/PDF: resurgentbknofications@resurgent.com Jul 09 2018 22:57:18 LVNV Funding, LLC its successors and assigns as, assignee of Citibank, N.A., Resurgent Capital Services, PO Box 10587, Greenville, SC 29603-0587
517475133	E-mail/PDF: PRA_BK2_CASE_UPDATE@portfoliorecovery.com Jul 09 2018 22:57:40 Portfolio Recovery Associates, LLC, c/o Amazon.com, POB 41067, Norfolk VA 23541
517531497	E-mail/PDF: PRA_BK2_CASE_UPDATE@portfoliorecovery.com Jul 09 2018 22:57:13 Portfolio Recovery Associates, LLC, c/o Best Buy Credit Card, POB 41067, Norfolk VA 23541
517531472	E-mail/PDF: PRA_BK2_CASE_UPDATE@portfoliorecovery.com Jul 09 2018 22:57:40 Portfolio Recovery Associates, LLC, c/o The Home Depot Consumer, POB 41067, Norfolk VA 23541
517520071	E-mail/Text: bnc-quantum@quantum3group.com Jul 09 2018 22:48:12 Quantum3 Group LLC as agent for, MOMA Trust LLC, PO Box 788, Kirkland, WA 98083-0788
517522939	E-mail/Text: bnc-quantum@quantum3group.com Jul 09 2018 22:48:12 Quantum3 Group LLC as agent for, MOMA Funding LLC, PO Box 788, Kirkland, WA 98083-0788
517390085	+E-mail/Text: bankruptcy@savit.com Jul 09 2018 22:49:15 Savit Coll, Po Box 250, East Brunswick, NJ 08816-0250
517390086	+E-mail/Text: SOMCbankruptcy@hackensackmeridian.org Jul 09 2018 22:48:58 Southern Ocean Medical Center, 1140 Rt. 72 West, Manahawkin, NJ 08050-2412
517393588	+E-mail/PDF: gecsedirecoverycorp.com Jul 09 2018 22:57:34 Synchrony Bank, c/o of PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021
517390088	+E-mail/PDF: gecsedirecoverycorp.com Jul 09 2018 22:57:34 Synchrony Bank/ Old Navy, Attn: Bankruptcy, Po Box 965060, Orlando, FL 32896-5060
517390089	+E-mail/PDF: gecsedirecoverycorp.com Jul 09 2018 22:57:07 Synchrony Bank/Amazon, Attn: Bankruptcy, Po Box 965060, Orlando, FL 32896-5060
517553017	+E-mail/Text: bncmail@w-legal.com Jul 09 2018 22:48:33 TD Bank USA, N.A., C O WEINSTEIN & RILEY, PS, 2001 WESTERN AVENUE, STE 400, SEATTLE, WA 98121-3132

District/off: 0312-3

User: admin
Form ID: pdf901

Page 2 of 2
Total Noticed: 38

Date Rcvd: Jul 09, 2018

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center (continued)

517527268 +E-mail/PDF: EBN_AIS@AMERICANINFOSOURCE.COM Jul 09 2018 22:58:19 Verizon,
by American InfoSource LP as agent, 4515 N Santa Fe Ave, Oklahoma City, OK 73118-7901
TOTAL: 22

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

517390069 Capl/bstby
517390081* ++AMERICAN HONDA FINANCE, P O BOX 168088, IRVING TX 75016-8088
(address filed with court: Honda Financial Services, PO Box 65507, Wilmington, DE 19808)
517390067* ++AMERICAN HONDA FINANCE, P O BOX 168088, IRVING TX 75016-8088
(address filed with court: American Honda Finance, Po Box 168088, Irving, TX 75016)
517390072* +Chase Card Services, Attn: Correspondence Dept, Po Box 15298, Wilmington, DE 19850-5298
517390073* +Chase Card Services, Attn: Correspondence Dept, Po Box 15298, Wilmington, DE 19850-5298
517390074* +Chase Card Services, Attn: Correspondence Dept, Po Box 15298, Wilmington, DE 19850-5298
517390076* +Citibank, Citicorp Credit Svcs/Centralized Bankrup, Po Box 790040,
St. Louis, MO 63179-0040
517390087* +Southern Ocean Medical Center, 1140 Rt. 72 West, Manahawkin, NJ 08050-2412
517390068 ##+Bank Of America, Nc4-105-03-14, Po Box 26012, Greensboro, NC 27420-6012
TOTALS: 1, * 7, ## 1

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address
pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

Addresses marked '##' were identified by the USPS National Change of Address system as undeliverable. Notices will no longer be delivered by the USPS to these addresses; therefore, they have been bypassed. The debtor's attorney or pro se debtor was advised that the specified notice was undeliverable.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jul 11, 2018

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on July 9, 2018 at the address(es) listed below:

Albert Russo docs@russotrustee.com
David A. Semanchik on behalf of Debtor Cono Charles Cirone info@semanchiklaw.com
David A. Semanchik on behalf of Joint Debtor Patricia Catherine Cirone info@semanchiklaw.com
John R. Morton, Jr. on behalf of Creditor American Honda Finance Corporation, administrator
for Honda Lease Trust ecfmil@mortoncraig.com, mortoncraigecf@gmail.com
Kevin Gordon McDonald on behalf of Creditor HomeBridge Financial Services Inc.
kmcDonald@kmlawgroup.com, bkgroup@kmlawgroup.com
U.S. Trustee USTPRegion03.NE.ECF@usdoj.gov

TOTAL: 6